

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JOSEPH CAYETANO, KILVIN GARCIA, and
DENIS ANTONIO MARIN FERNANDEZ, *on
behalf of themselves, FLSA Collective Plaintiffs and
the Class,*

Plaintiffs,

v.

QUALITY FACILITY SOLUTIONS CORP d/b/a
QUALITY FLOORSHINE d/b/a QFS, and BIM
CLEANING SERVICES INC.,

Defendant.

Case No.: 20-cv-04777

OFFER OF JUDGMENT

Defendant Quality Facility Solutions Corp. (“Defendant QFS”), by and through its undersigned counsel and pursuant to Rule 68 of the Federal Rules of Civil Procedure, makes the following offer of judgment to resolve, in their entirety, all of the claims asserted by Plaintiff Joseph Cayetano, Kelvin Garcia, and Denis Antonio Marin Fernandez (“Plaintiffs”), in the above-captioned action:

1. Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant QFS hereby offers to allow Plaintiffs to take a judgment against it in this action for the total of Thirty Thousand Dollars and Zero Cents (\$30,000.00), which includes payment or reimbursement of Plaintiffs’ reasonable attorneys’ fees and costs incurred to the date of this offer.
2. This judgment shall be in full satisfaction and release of all federal claims that Plaintiffs may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendant QFS, Defendant BIM Cleaning Services Inc., or any employee or agent, either past or present, of either entity, including the claims asserted in this action.

3. This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure, and neither this offer of judgment nor any judgment which may result from this offer shall be construed as an admission of liability by Defendant QFS, or any employee or agent of Defendant QFS, or any individual thereof; such liability is expressly denied. Nor is this offer or any judgment resulting from this offer an admission that Plaintiff or any other individual has suffered any damages.

4. Acceptance of this offer of judgment will act to release and discharge Defendant QFS as well as Defendant BIM Cleaning Services Inc., as well as their respective successors or assigns, and all past and present employees, representatives and agents of either, from any and all federal claims that were or could have been alleged by Plaintiffs in the above-referenced action.

5. Acceptance of this offer of judgment also will operate to waive Plaintiffs' rights to any claim for interest on the amount of the judgment.

6. Defendant QFS respectfully submits this offer of judgment. To accept this offer, Plaintiffs must file written notice of acceptance thereof within fourteen days of the date this offer is made after the service of this document or else the offer will be deemed withdrawn by Defendant QFS. *See* F.R.C.P. 68(b).

Dated: September 7, 2021



Jonathan M. Kozak, Esq.
Jackson Lewis P.C.
44 South Broadway, 14th Floor
White Plains, New York 10601
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of September, 2021, I caused the foregoing Offer of Judgment to be served via email to:

C.K. Lee, Esq.
Anne Seelig, Esq.
Lee Litigation Group, PLLC
148 West 24th Street, 8th Floor
New York, NY 10011
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Counsel for Plaintiffs

A handwritten signature in blue ink, appearing to read 'JMK', is positioned above the name of the signatory.

Jonathan M. Kozak, Esq.